

**BID OPENING**  
**CITY OF SAN JOSE**  
**OFFICE OF THE CITY CLERK**

RECEIVED  
San Jose City Clerk  
City Clerk  
2009 NOV -3 11:28 AM  
Time Stamp

TOTAL BASE BID 4,687,000  
ALT NO. 1 36,000  
ALT NO. 2 7,500  
ALT NO. 3 13,500  
Alt No. 4 \_\_\_\_\_  
Alt No. 5 \_\_\_\_\_

BID DATE: Tuesday, November 03, 2009

Project Manager: Bijan Abouzia – 535-8343

**FIRE STATION NO. 36 PROJECT**

BIDDER NAME: Leon Builders

Bond ☒ Cashier's Check \_\_\_\_\_

Addendums Included ( )

YES ☒ NO \_\_\_\_\_

NonCollusion Affidavit

YES ☒ NO \_\_\_\_\_

**PROPOSAL TO CITY OF SAN JOSE**  
**FOR**  
**FIRE STATION NO. 36 PROJECT**

Name of Bidder: **Zakskorn Construction Company dba ZCON Builders**

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on September 24, 2009, entitled Fire Station No. 36 Project and the Specifications approved by the Director of Public Works on September 24, 2009, entitled Fire Station No. 36 Project on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

**DESCRIPTION OF WORK:**

Furnish all necessary labor, materials, subcontracts, equipment, incidentals, overhead and profit to complete the work, as described in the plans and specifications for this project.

**BID ITEM:**

For the **FIRE STATION NO. 36**

**TOTAL BID PRICE FOR  
EACH ITEM (in figures)**

**BASE BID:** <sup>(1)(2)</sup>

All work described by the Fire Station No. 36 plans and specifications package.

4,687,000

**BID ALTERNATES:** <sup>(3)(4)</sup>

**Add Alternate 1:** Provide concrete seat with trellis at Entrance corner of the site. (Not in Contract) \$ 36,000

**Add Alternate 2:** Provide and cover apparatus bay walls with plywood wainscot (Not in Contract) \$ 7,500

**Add Alternate 3:** Provide skylight tube in the second floor hallway. (Not in Contract) \$13,500

**NOTES:**

- (1) See the **Special Provisions Section** in this project manual for descriptions of "Award of Contract".
- (2) Base Bid Value amount is to include the Allowance value as indicated in **Specification Section 01210, "Allowances"**.
- (3) Bid Alternates prices are to include the Contractor General Conditions, Profit and Overhead, bonding and related costs specific to the scopes of work for each individual Alternate.
- (4) Refer to **Specification Section 01230** for additional information for each "Alternate".

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

**The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.**

**Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.**

## NONCOLLUSION AFFIDAVIT

Project Title: FIRE STATION NO. 36 PROJECT.

Charles Zakskorn

(print name)

, being first duly sworn, deposes and says that he/she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

**The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.**

Executed on November 3, 2009

Zakskorn Construction Company

dba ZCON Builders

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,

Partnership (General/Limited Partners),

Corporation, Joint Venture, etc.

City Business Lic. No.: To be attained if awarded contract

Expiration Date: \_\_\_\_\_

State Contractor Lic. No.: 727712

Classification: A/B

Expiration Date: 9/30/2010

Federal I. D. No.: 68-0390442

Address: 780 West Grand Avenue

Oakland, CA 94612

By: \_\_\_\_\_

Telephone: 510.444.4190

Title: Charles Zakskorn, President

\*\*\*\*\*

NOTARY

On November 3, 2009 before me, Dani Tucker, Notary Public, personally appeared  
(name and title of officer)

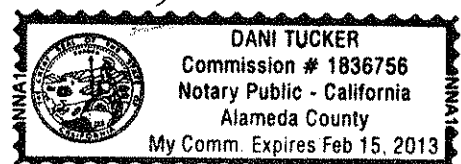
Charles Zakskorn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal, subscribed and sworn to before me.

Signature \_\_\_\_\_

(Seal)

Dani Tucker, Notary Public

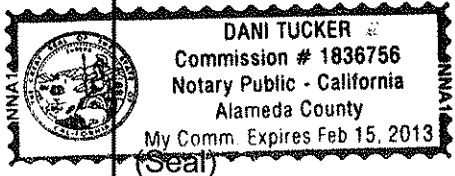



JURAT  
Non-Collusion Affidavit

State of California  
County of Alameda

Subscribed and sworn to (or affirmed) before me on this 3rd  
day of November, 2009, by Charles Zakskorn, President

proved to me on the basis of satisfactory evidence to be the  
person~~(s)~~ who appeared before me.



Signature   
Dani Tucker, Notary Public

## BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ZAKSKORN CONSTRUCTION COMPANY dba ZOON BUILDERS as PRINCIPAL, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation duly organized under the laws of the State of CONNECTICUT and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of TEN PERCENT OF THE BID AMOUNT- DOLLARS (\$ 10%).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on November 3, 2009 for FIRE STATION # 36.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this  
day of 21st, 20 09.

PRINCIPAL

SURETY

ZAKSKORN CONSTRUCTION COMPANY  
dba ZOON BUILDERS

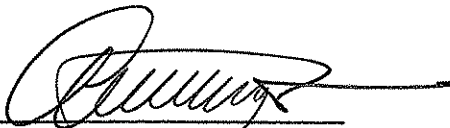
Legal Company Name

TRAVELERS CASUALTY AND SURETY COMPANY  
OF AMERICA

Legal Company Name

Indicate Type of Entity

By



Title: Charles Zakskorn  
President

By



Title: Randall L. Jorgensen  
Attorney-In-Fact

By

Title:

By

Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SACRAMENTO

On OCTOBER 21, 2009 before me, M. McLaughlin - Notary Public  
(Here insert name and title of the officer)

personally appeared Randall L. Jorgensen

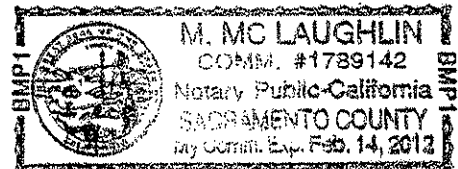
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. McLaughlin  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220444

Certificate No. 003173624

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol Dunn, Paul F. Bystrowski, Randall L. Jorgensen, Joseph H. Weber, Mary E. A. McLaughlin, John E. Murphy, and Sandi Pullen

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of August, 2009.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: \_\_\_\_\_

George W. Thompson, Senior Vice President

On this the 12th day of August, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of OCTOBER, 2009

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Alameda

On November 3, 2009 before me, Dani Tucker, Notary Public  
(Here insert name and title of the officer)

personally appeared Charles Zakskorn

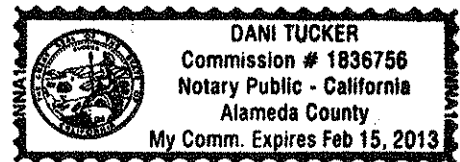
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

San Jose Fire Station #36

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

President

(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

## LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

Zaskorn Construction Company

BIDDER (GENERAL CONTRACTOR): dba ZCON Builders (page 1)

	NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION OF WORK
1.	<del>WZART</del> CZ GALB	<del>LIVERMORE, CA</del> SARATOGA, CA	DEMOLITION (Site)
2.	<del>WZART</del> CZ	LIVERMORE, CA	EARTHWORK
3.	<del>WZART</del> CZ	LIVERMORE, CA	PAVING
4.	GILBERT	TRACY, CA	SITE UTILITIES
5.	PACIFIC COAST	BRENTWOOD, CA	IRRIGATION / LANDSCAPING
6.	SALAZAR	SANTA CLARA, CA	SITE CONCRETE/Hardscape
7.	LOZICA	EL CERRITO, CA	BUILDING CONCRETE
8.	NOR CAL	UNION CITY, CA	REBAR
9.	NATIONAL	HAYWARD, CA	STRUCTURAL STEEL
10.			STACO
11.	NATIONAL	HAYWARD, CA	MISC. IRON
12.	PACIFIC ERECTORS	ROCKLIN, CA	ROOF DECK
13.	HORIZON	SHINGLE SPRINGS, CA	ROOFING
14.	COMMERCIAL	SAN JOSE, CA	ALUMINUM WINDOWS
15.	COMMERCIAL	SAN JOSE, CA	GLASS / GLAZING
16.	BAF	LIVERMORE, CA	INSULATION
17.	IRON WOOD	PLEASANT HILL, CA	LATH PLASTER
18.	DASCO	MILPITAS, CA	FRAMING / DRYWALL
19.	LIAS	HAYWARD, CA	SHEET METAL

### LIST OF SUBCONTRACTORS (Cont.)

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

Zaskorn Construction Company

BIDDER (GENERAL CONTRACTOR): dba ZCON Builders (page 2)

	NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION OF WORK
20.	<del>ZCON</del> C2 A-1	<del>OAKLAND, CA</del> C2 NORTH HIGHLANDS, CA	DOORS AND HARDWARE
21.	LAMBERT	CHINO, CA	FLOORING
22.	<del>BK MHC</del> C2 FREMONT MILL	<del>NEWARK, CA</del> C2 CLAMOUTH FALLS, CA	CASEWORK/MILLWORK
23.	SLATER	SP, CA	PAINTING
24.			CARPET
25.	JONES	OAKLAND, CA	TILE / STONE WORK
26.	GT	POLSON, CA	ACOUSTICAL TREATMENT
27.	DREIER	POLSON, CA	FIRE PROTECTION
28.	<del>ELCO</del> C2 DIVERSIFIED	<del>SAN JOSE, CA</del> C2 SACTO, CA	SECURITY
29.	ENTERPRISE	POLSON, CA	PLUMBING
30.	LIAS	HAYWARD, CA	HVAC
31.	<del>ELCO</del> C2 DIVERSIFIED	<del>SAN JOSE, CA</del> C2 SACTO, CA	ELECTRICAL
32.	<del>ELCO</del> C2 DIVERSIFIED	<del>SAN JOSE, CA</del> C2 SACTO, CA	LOW VOLTAGE
33.	<del>ELCO</del> C2 DIVERSIFIED	<del>SAN JOSE, CA</del> C2 SACTO, CA	AUDIO VISUAL
34.	MR. SIGN	COL FAX, CA	SIGNAGE
35.	AJR	HAYWARD, CA	OVERHEAD DOORS
36.	NATIONAL	HAYWARD, CA	CANOPIES / TRELLIS
37.	COLLIER	SP, CA	TUBULAR SKYLIGHTS

**LIST OF SUBCONTRACTORS (Cont.)**

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

Zakskorn Construction Company

**BIDDER (GENERAL CONTRACTOR):** dba ZCON Builders (page 3)

	NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION OF WORK
38.	PACIFIC	SACTO, CA	CONCRETE FINISHES
39.	WHITEHORSE	SARATOGA, CA	ROUGH CARPENTRY
40.	NORMAN	TRACY, CA	CMU
41.	AMERICAN	BRENTWOOD, CA	FUEL STORAGE
42.	PROCESS COOLING	MIRALOMA, CA	TAILPIPE EXHAUST
43.	GOLDEN BAY	STOCKTON, CA	FENCES AND GATES
44.	UNISTRUT	UNION CITY, CA	CATWALK
45.	LAB BY DESIGN	NAPA, CA	STAINLESS STEEL
46.			
47.			
48.			
49.			
50.			
51.			
52.			
53.			
54.			
55.			





To: All Plan Holders for the San Jose Fire Station No. 36  
Subject: ADDENDUM NO. 1  
Date: October 19, 2009  
Page 7 of 7

ATTACHEMENTS 'B'

B. Drawings 8x11: G0.00, A0.2, A2.02, A2.04a, A2.04b, A3.04, A4.01, A5.06, A5.07, A5.08, A7.02a, A7.02b, A8.02, A8.03, A8.04, and A9.01.

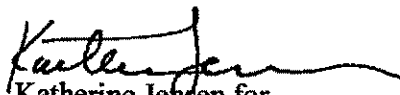
ATTACHEMENTS 'C'

C. Sheets Full Size: S, A2.01, A5.02, A6.01, A9.08, A9.09, A9.10, A9.12, M1.1, M2.1, M2.2, P1.1, P2.1, E1.1, E2.1, E2.2, E3.1, E3.2, E3.3, E3.5, E4.1, E5.1, E5.2, E5.3, E5.4, E5.5, E6.1, and E7.3.

**V. INSTRUCTIONS TO BIDDER**

The bidder must sign this addendum cover letter in the space provided below and return one signed copy with the bid. Failure to return the signed copy of this addendum cover letter with the bid documents shall not relieve the bidder of the obligation to include this addendum with the bid proposal, and will be considered cause for rejection of bid as non-responsive.

APPROVED BY:

  
Katherine Jensen for  
Katy Allen  
Director of Public Works

Zakskorn Construction Company dba ZCON Builders 11/3/09

Bidder's Name

Date

  
Signature & Title of Bidder

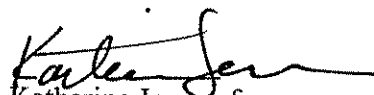
Charles Zakskorn, President

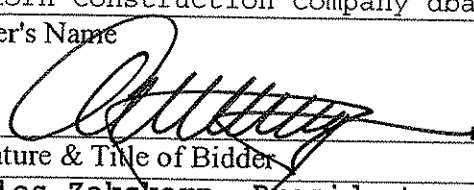
LA\Safety Bond\FIRE\FS #36\Bid\Addendum 1- FS36-10-14-09\Final Addendum1\FS36-Addendum No1-Table of content-FINAL10 19 09-  
FROM BJAN.doc

To: All Plan Holders for the San Jose Fire Station No. 36  
Subject: **ADDENDUM NO.2**  
Date: October 29, 2009  
Page 12 of 12

The bidder must sign this addendum cover letter in the space provided below and return one signed copy with the bid. Failure to return the signed copy of this addendum cover letter with the bid documents shall not relieve the bidder of the obligation to include this addendum with the bid proposal, and will be considered cause for rejection of bid as non-responsive.

APPROVED BY:

  
Katherine Jensen for  
Katy Allen  
Director of Public Works

Zaskorn Construction Company dba ZCON Builders		11/3/09
Bidder's Name		Date
 it's President		
Signature & Title of Bidder		
Charles Zaskorn, President		

improvements and recycling and reuse of concrete spoils. Additionally, the owner has approved mass excavation required for the construction of a two story - 200,000 square foot parking garage, which will be included in this phase. All site work including but not limited to underground utilities, paving, curb and gutter and landscaping will be completed as it relates to the construction of the grocery store. The grocery store will be constructed in this phase ready for occupancy by the tenant.

Improvements included installation of interior partition walls, gypsum board and suspended ceilings, interior lighting, and installation of floor, wall, tile, and painted finishes.

As a condition of the negotiated contract, the contractor will provide design/assist and design/build support for the mechanical, electrical and plumbing aspects of the project. The fire protection installation will be provided as a design/build.

Project is Leed Green.

*Contract Amount:* \$62,000,000

### **Completed Projects**

*Project:* **Administrative Office of the Court (AOC) Pleasanton (Public Works)**  
Pleasanton, CA

*Start Date:* July 2009  
*Completion Date:* August, 2009

*Owner:* Judicial Council of CA  
Administrative Office of Courts (AOC)  
455 Golden Gate Avenue  
San Francisco, California 94102  
Contact: George Santore  
(415) 865-4900

*Owner Project Manager:* Peggy Symons  
(916) 643-8009  
E-mail: peggy.symons@jud.ca.gov

*Description:* **General Interior tenant improvements:** 1<sup>st</sup> floor transaction counter improvement & tenant improvements at the AOC Gale Schenone Hall of Justice, Pleasanton, CA, including but not limited to: new cabinetry, relocate automatic fire curtains, misc. steel, metal stud, drywall, paint, carpentry, acoustical ceiling, and electrical. Construction requires sensitive coordination with existing facility that must remain in operation.

*Contract Amount:* \$153,961

*Project:* **Napa Square Office Building Phases I & 2 (LEED) (Private Works)**  
955 Franklin Street, Napa, California 94559

*Start Date:* Oct 6, 2008  
*Completion Date:* July, 2009

*Owner:* Napa Square Associates, LLC (NSA)  
CDI, LLC, Managing Member of NSA  
955 Franklin Street  
Napa, California 94559

*Contact:* Rodger Heggelund, Principal  
(707) 224-7135; fax (907) 224-1932

*Architect:* MCA Architects  
Contact: Stephen Cuddy, Principal  
(707) 261-1500; Fax (707) 261-1530

*Description:* New construction of Commercial Mixed Use Project (office & retail) including demolition and tenant improvements to existing commercial space. Type II structural steel frame

**Projects in Process**

- Project:** **Del Norte Hall Renovation** (Public Works)  
California State University, Sacramento
- Start Date:** Sept 2009  
**Completion Date:** April 2010
- Owner:** California State University **CSU**  
6000 J Street  
Sacramento, CA 95819  
Contact: Suzanne Swartz (916) 278-5797
- Description:** Renovation of three (3) story, 54,000 sf steel framed bookstore building to include seismic upgrades, new classrooms, restrooms with office space on the first and second floors of existing building and a new office suite and HVAC service on the third floor.
- Contract Amount:** \$3,396,000
- 
- Project:** **Delaware Court** (Private Works)  
1800 Delaware Street, Berkeley, CA
- Start Date:** May 2008  
**Completion Date:** Jan 2010
- Owner:** Berkeley Delaware Court LLC  
S121 Great Circle Drive  
Mill Valley, CA
- Contact:** Said Adeli  
(415) 359-3838
- Description:** New Construction of fifty-one (51) unit Type 5 – one hour rated –concrete podium – light gauge steel frame with stucco and masonry project - three (3) stories over street level commercial space and garage including all site improvements. Challenges include limited site access on busy main thoroughfare, extensive and complex shoring and underpinning required of adjacent structure, and unknown conditions at site requiring remediation of old contaminated underground well. Improvements include installation of interior partition walls, gypsum board and suspended ceilings, interior lighting, and installation of floor, wall, tile, and painted finishes.
- Contract Amount:** \$12,004,416
- 
- Project:** **615 Tasman Drive Mixed Use** (LEED) (Private Works)  
Sunnyvale, California
- Start Date:** July 6, 2009  
**Completion Date:** July 7, 2011
- Owner:** Essex Property Trust LLP
- Contact:** John Eudy, Vice President  
(650) 849-1600; fax (650) 494-1671
- Architect:** KTG  
283 4<sup>th</sup> Street, Suite 201  
Mill Valley, CA 94607  
Contact: Ruth Kleinman  
(510) 272-2910
- Description:** **Mixed Use Development.** The overall project consists of 284 living units (Type V-wood frame) and, approximately 50,000 square feet (Type I –concrete) of retail with a stand-alone grocery store of approximately 17,000 square feet all of which will be constructed over a seven acre site. The Owner has opted to construct the project in phases. Specifically, the first phase will include the demolition of all existing improvements which will include two existing office buildings and their related

with stucco exterior accented with Napa Valley cast stone - 55,393 sf two and three story building over a new 15,849 sf underground parking garage and a previously existing 7,300 sf one and two story building on a 36,000 sf site. Improvements included installation of interior partition walls, interior glass wall systems, gypsum board and suspended ceilings, interior lighting, and installation of floor, wall, tile, and painted finishes.

Challenges include constricted, urban in-fill site, high traffic area in front of City Hall, limited site access for staging and construction, and constricted area for mobile crane hoisting of structural steel for three story building.

Contractor provided extensive preconstruction and value engineering services prior to construction and design/assist and design/build support for the mechanical, electrical and plumbing aspects of the project. The fire protection installation was design/build.

*Original Contract Amount:* \$11,669,040

*Change Orders:* 50 / total \$243,187.30 / 2 % of base contract . Current contract amount \$12,032,356.30. All Owner directed additional contract scope.

*Schedule:* On Schedule (Schedule developing per Owner decisions and directives)

*Project:* **Retirement Strategies (LEED) (Private Works)**  
955 Franklin Street, Napa, California 94559

*Start Date:* Feb 2008  
*Completion Date:* April 2009

*Owner:* Napa Square Associates, LLC (NSA)  
CDI, LLC, Managing Member of NSA  
955 Franklin Street  
Napa, California 94559

*Contact:* Rodger Heggelund, Principal  
(707) 224-7135; fax (907) 224-1932

*Architect:* MCA Architect/Planning/Interiors  
855 Bordeaux Way, Suite 260  
Napa, CA 94558  
Contact: Stephen Cuddy  
(707) 261-1500

*Description:* Interior tenant improvements: Construct 4,005 sf of tenant improvements located on second floor of Napa Square Office Building. Improvements included installation of interior partition walls, interior glass wall systems, gypsum board and suspended ceilings, interior lighting, and installation of floor, wall, tile, and painted finishes. Project includes design build of complete HVAC, Fire Protection, and Electrical system including fire alarm, phone, data, and cabling systems and LAN.

*Contract Amount:* \$244,163

*Project:* **US Advisors LLC Tenant Improvements (LEED) (Private Works)**  
955 Franklin Street, Napa, California 94559

*Start Date:* Feb 2008  
*Completion Date:* May 2009

*Owner:* Napa Square Associates, LLC (NSA)  
CDI, LLC, Managing Member of NSA  
955 Franklin Street  
Napa, California 94559

*Contact:* Rodger Heggelund, Principal  
(707) 224-7135; fax (907) 224-1932

*Architect:* MCA Architect/Planning/Interiors  
855 Bordeaux Way, Suite 260

Napa, CA 94558  
Contact: Stephen Cuddy  
(707) 261-1500

**Description:**

Interior tenant improvements: Construct 9,813 sf of tenant improvements located on the third floor of Napa Square Office Building. Improvements included installation of interior partition walls, interior glass wall systems, gypsum board and suspended ceilings, interior lighting, and installation of floor, wall, tile, and painted finishes. Project includes design build of complete HVAC, Fire Protection, and Electrical system including fire alarm, phone, data, and cabling systems and LAN.

**Contract Amount:**

\$662,121

**Project:**

**100 Grand Avenue, Oakland (Private Works)**  
100 Grand Avenue, Oakland, California

**Start Date:**

December 11, 2006

**Completion Date:**

June 2, 2009

**Owner:**

Essex Property Trust LLP

**Contact:**

John Eudy, Vice President  
(650) 849-1600; fax (650) 494-1671; email: [jeudy@essexpropertytrust.com](mailto:jeudy@essexpropertytrust.com)

**Architect:**

Architecture International  
225 Miller Avenue  
Mill Valley, CA 94941  
Contact: William Higgins, Principal  
(415) 381-2074; email: [whiggins@arch-intl.com](mailto:whiggins@arch-intl.com)

**Engineers:**

**Structural Engineer:** Middlebrook + Louie  
Contact: Hardip Pannu: (415) 315.3002; email: [Hpannu@MplusL.com](mailto:Hpannu@MplusL.com)

**Civil Engineer:** BKF Engineers  
Contact: Brian Scott (650) 482-6335; email [bscott@bkf.com](mailto:bscott@bkf.com)

**Electrical /Mechanical Engineer:** Belden Consulting Engineers  
Contact: Dennis Hay (925) 829-0772; email: [donnish@beldeninc.com](mailto:donnish@beldeninc.com)

**Description:**

Mixed Use Development. New 22 story Type I steel, concrete and GFRC High Rise residential building containing 238 dwelling units, 3 living and working quarters (live-work units) and 5,415 sf of ground floor commercial space. Project includes integrated monitoring and control system for fire alarm system complete, communications and signal systems complete, intercom, cable TV, LAN, and all life safety and ADA requirements for residential hi rise construction.

Improvements included installation of interior partition walls, interior glass wall systems, gypsum board and suspended ceilings, interior lighting, and installation of floor, wall, tile, and painted finishes.

Challenges included constricted, urban in-fill site, high traffic area on busy, main city thoroughfare, high voltage wired, and extremely limited access for staging and construction. Project include 284 foot self erecting, stationary Tower Crane.

Contractor provided extensive preconstruction and value engineering services prior to construction and design/assist and design/build support for the mechanical, electrical and plumbing aspects of the project. The fire protection installation was design/build.

**Contract Amount:**

\$73,675,665

**Schedule:**

On time and budget

**Project:**

**Wachovia Bank (LEED) (Private Works)**  
955 Franklin Street, Napa, California 94559

**Start Date:**

Feb 2009

**Completion Date:**

April 2009

**Owner:** Wachovia Corporation  
201 N. Tyson Street, 21<sup>st</sup> Floor, NC-0340  
Charlotte, NC 28288-0340  
Attn: Vendor & Procurement Services  
(707) 374-6767

**Contact:** Rodger Heggelund, Principal  
(707) 224-7135; fax (907) 224-1932

**Architect:** McCormick Architects & Designers  
100 43<sup>rd</sup> Street, Studio 115  
Pittsburg, PA 15201  
(412) 687-2200

**Description:** Tenant Improvement of 6,425 SF office space in existing building on the second floor. Improvements included installation of interior partition walls, interior glass wall systems, gypsum board and suspended ceilings, interior lighting, and installation of floor, wall, tile, and painted finishes. Project includes design build of complete HVAC, Fire Protection, and Electrical system including fire alarm, phone, data, and cabling systems and LAN.

**Contract Amount:** \$605,124

**Project:** **Administrative Office of the Court (AOC)** (Public Works)  
Fairfield, California

**Start Date:** Feb 2009  
**Completion Date:** March 2009

**Owner:** Judicial Council of CA  
Administrative Office of Courts (AOC)  
455 Golden Gate Avenue  
San Francisco, California 94102  
Contact: George Santore  
(415) 865-4900

**Owner Project Manager:** Leland Roberts  
Office of Court Construction and Management  
Sacramento, CA  
(916) 643-8008  
Leland.roberts@jud.ca.gov

**Description:** Interior demolition and abatement of the AOC Solano Court's Hall of Justice.

**Contract Amount:** \$128, 698

**Project:** **Wells Fargo Bank (Napa Office Building)** (LEED) (Private Works)  
955 Franklin Street, Napa, California 94559

**Start Date:** May 2008  
**Completion Date:** March 2009

**Owner:** Napa Square Associates, LLC (NSA)  
CDI, LLC, Managing Member of NSA  
955 Franklin Street  
Napa, California 94559

**Contact:** Rodger Heggelund, Principal  
(707) 224-7135; fax (907) 224-1932

**Architect:** MCA Architects  
Contact: Stephen Cuddy, Principal  
(707) 261-1500; Fax (707) 261-1530

**Description:** Demolition of old, existing bank space and tenant improvement for new commercial & / retail applications – restaurants, boutiques, offices. Improvements included installation of interior partition walls, interior glass wall systems, gypsum board and suspended ceilings, interior lighting, and installation of floor, wall, tile, and painted finishes. Project

includes design build of complete HVAC, Fire Protection, and Electrical system including fire alarm, phone, data, and cabling systems and LAN.

*Contract Amount:* \$1,280,354

*Schedule:* On Schedule

*Project:* **Napa Gateway - Suites 403/107/413/437/441/443/449/451 (Private Works)**  
Napa, California 94559

*Start Date:* May 1, 2008  
*Completion Date:* July 15, 2008

*Owner:* Various Owners  
Contact: PHEZ, LLC  
Casey Esher (707) 322-1717

*Description:* Tenant Improvements — New flexible light industrial spaces

*Contract Amount:* \$700,000

*Schedule:* Fast track. Project completed on schedule.

*Project:* **Napa Gateway - Light Industrial Warehouse (Private Works)**  
Napa, California 94559

*Start Date:* June 2007  
*Completion Date:* Feb 2007

*Owner:* PHEZ, LLC  
Casey Esher (707) 322-1717

*Architect:* MCA Architects  
Contact: John Ward  
(707) 261-1500; Fax (707) 261-1530

*Description:* The project consists of constructing a 33,500 square foot light industrial building at Gateway Road West in Napa. The structure is a tilt up with a wood roof structure and built up roofing. It includes approximately 2.2 acres of site improvements along with 2,400 square feet of tenant improvements. Project includes design build of complete HVAC and Fire Protection systems.

*Contract Amount:* \$2,741,411

*Change Orders:* 12 / total \$233,797.21 / 7.8 % of base contract . Current Contract Amount  
\$2,975,208 All Owner directed additional contract scope.

*Schedule:* On Schedule

*Project:* **The Summit at Sutter (Condominiums) (Private Works)**  
1521 Sutter Street, San Francisco, California

*Start Date:* June 1, 2006  
*Completion Date:* July 25, 2007

*Owner:* Rodan, LLC

*Description:* New construction of twenty-eight (28) condominiums. Four residential levels of type V-1 wood framed units — approximately 28,690 sf over one level poured in place concrete podium. Project includes car stackers, elevators, and optional hydronic heating.

*Contract Amount:* \$7,700,000

*Insurance:* OCIP - Wrap



**Project:** **Malden Lane Residential (Single Family Homes) (Private Works)**  
504 Malden Lane, Pinole, California

**Start Date:** April 2006  
**Completion Date:** January 2007

**Owner:** Maiden Lane Partners

**Description:** New construction of ten (10) new single family 2 story homes designed for the middle market. Homes feature two styles: shingle & hardi-board siding or plaster exterior.

**Contract Amount:** \$3,019,576

**Insurance:** Project Specific Insurance (PSI)

**Project:** **City of Lincoln Fire Station No. 1 and No. 2 (Public Works)**  
Sacramento, California

**Start Date:** June 12, 2006  
**Completion Date:** October 5, 2007

**Owner:** City of Lincoln, County of Placer, California  
Engineering: Ray Leftwich email : rleftwich@ci.lincoln.ca.us

**Construction Manager:** Richard Kaufman, Construction Manager  
(916) 645 -2877; fax (916) 645-3237

**Architect:** Dennis Dong / Calpo, Hom & Dong  
(916) 446-7741 / fax: (916) 446-0457

**Description:** Construction of two new full service Fire Stations capable of responding to all emergencies for the City of Lincoln. Project includes integrated monitoring and control systems, communications and signal systems complete, switchboard and intercom, and apparatus room.

**Contract Amount:** **\$8,314,044 (total for both)**

**Fire Station # 1:** *Change Orders: 10 / total \$687,512 / 17.6 % of base contract . Final Contract Amount :\$3,889,217. All Owner directed -additional scopes of work..*

*Schedule: 365 calendar days – original completion date 11/8/2007*  
*Extension: 96 work days – actual completion 1/23/08 – all Owner added or changed Scope of Work*

**Fire Station # 2:** *Change Orders: 9 / total \$342,595 / 7.7 % of base contract . Final Contract Amount :\$4,444,934 All Owner directed - additional scopes of work.*

*Schedule 365 calendar days – original completion date: 6/15/2007*  
*Extension: 24 work days – actual completion 0/18/2007 – all Owner added or changed Scope of Work*

**Contractors Project Manager:** Larry Leedy

**Contractors Superintendent:** Fire Station # 1: Chris Hirschy  
Fire Station # 2: Lloyd Watts

**Project:** **Sacramento Metropolitan Fire Station No. 107 (Public Works)**  
Sacramento, California

**Start Date:** June 1, 2005  
**Completion Date:** May 15, 2006

**Owner:** Sacramento Metropolitan Fire District

**Contact:** Chuck Horel, Fire District Project Manager  
(916) 566-4000; fax (916) 566-4200

**Architect:** Daniel E. Damerom, MFDB Architect  
(916) 972-0131; fax (916) 481-1841

**Description:** Construction of new one-story (9,200 sf) slab on grade, single story wood and masonry fire station with generator / maintenance building (544 sf) and all associated site work. . Project includes integrated monitoring and control systems, communications and signal systems complete, switchboard and intercom, and apparatus room.

**Contract Amount:** **\$3,758,000 base bid / \$ 3,904,126.10 through Change Order # 3**

**Change Orders:** 3; total \$146,126.10 / 3.74 % of base contract  
All Owner directed Change Orders

**Schedule:** 350 calendar days – original completion date – 6/12/2006  
Extension: 157 calendar days - Actual Completion 11/15/2006; All owner added or changed Scope of work

**Contractors Project Manager:** Larry Leedy

**Contractors Superintendent:** Nelson Dougherty

**Project:** **Sacramento Metropolitan Fire Station No. 32 (Public Works)**  
Sacramento, California

**Start Date:** May 20, 2005  
**Completion Date:** August 02, 2006

**Owner:** Sacramento Metropolitan Fire District

**Contact:** Chuck Horel, Fire District Battalion Chief  
(916) 566-4000; fax (916) 566-4200

**Architect:** Daniel E. Damerom, MFDB Architect  
(916) 972-0131; fax (916) 481-1845

**Description:** Construction of new one-story (12,900 sf) slab on grade, single story wood and masonry building fire station with generator / maintenance building (544 sf) and all associated site work. . Project includes integrated monitoring and control systems, communications and signal systems complete, switchboard and intercom, and apparatus room.

**Contract Amount:** **\$4,528,000 base bid / \$4,609,343.07 through Change Order # 4**

**Change Orders:** 4; total \$81,343.07 / 1.76 % of base contract  
All Owner directed Change Orders / No disputes

**Schedule:** 440 calendar days – original completion date – 8/3/2006  
Extension: 131 calendar days - Actual Completion 11/15/2006; All owner added or changed Scope of work

**Contractors Project Manager:** Peter Zakskorn

**Contractors Superintendent:** Lloyd Watts

**Project:** **Pinole Youth Center & Fernandez Park Improvements (Public Works)**  
Pinole, California

**Start Date:** May 16, 2005  
**Completion Date:** Jan 6, 2006

**Owner:** City of Pinole Redevelopment Agency

**Contact:** Mary Drazba, Project Manager  
(510) 724-9830; fax (510) 724-4921

**Architect :** Michael Woldemar / Michael Woldemar & Associates  
(510) 232-1232; fax (510) 232-1248

**Description:** Construction of new two-story wood framed Youth Center Building (5,232 sf) and alterations to existing 3,945 sf theater building including commercial restaurant grade kitchen and equipment, including but not limited to restaurant grade fire suppression systems in kitchen and large dining commons, security system, and communication equipment.

**Contract Amount:** \$2,081,000 base contract / \$2,178,150.10 through Change Order 59

**Change Orders:** 59; total \$97,150.10 / 4 % of base contract  
All Owner directed Change Orders .

**Schedule:** Completed on Schedule

**Contractors Project Manager:** Richard Slaton

**Contractors Superintendent:** Brian King

**Project:** **Menlo Children's Center (Public Works)**  
Menlo Park, California

**Start Date:** April 11, 2005  
**Completion Date:** February 4, 2006

**Owner:** City of Menlo Park

**Contact:** Ed Suarez, Project Manager  
(650) 330-6749; fax (650) 327-5497

**Description:** Alterations and improvements to existing 9,700 sf one-story building and construction of new 2,800 sf community center building including sitework and playground.

**Contract Amount:** \$2,080,000 base contract / \$2,291,735.24 through Change Order 53

**Change Orders:** 53; total \$185,086.47 / 8 % of base contract  
All Owner directed Change Orders

**Schedule:** Completed on Schedule

**Contractors Project Manager:** Richard Slaton

**Contractors Superintendent:** Red Strikling

**Project:** **Gymnasium at Horner Jr. High School (DSA)**  
Fremont., California

**Start Date:** July 6, 2004  
**Completion Date:** July 29, 2005

**Owner:** Fremont Unified School District

**Contact:** Mike Probansky, Project Manager  
(510) 979-7700; fax (510) 438-9603

**Description:** Construction of new one story 13,000 sf structural steel frame / cmu building including athletic equipment and specialties

**Contract Amount:** \$3,037,000 base contract / \$ 3,204,706.65 through Change Order # 5

**DSA inspector:** George Barrall (408) 202-5137

**Change Orders:** \$167,796.65 total / 5 % of base contract  
All Owner directed Change Orders

**Schedule:** Completed on Schedule

*Contractors Project Manager:* Richard Slaton

*Contractors Superintendent:* Brian King

*Project:* **Joe Mims Jr. Hagginwood Community Center (Public Works)**  
Sacramento, California

*Start Date:* October 25, 2004

*Completion Date:* February 6, 2006

*Owner:* City of Sacramento

*Contact:* Kirk Thompson, City of Sacramento Project Manager  
(916) 808-8431; fax (916) 808-8337

*Description:* Construction of New Community Center

*Contract Amount:* **\$1,948,500 base bid / \$2,248,211 through CO # 8**

*Change Orders:* 8 / total \$320,211.12 / 14 % of base contract  
All Owner directed additional contract scope

*Contractors Project Manager:* Larry Leedy

*Contractors Superintendent:* Jerry Benton

*Project:* **Vet Med Equine Athletic Performance Lab (Public Works)**  
Davis, California

*Start Date:* Mar 1, 2004

*Completion Date:* Jun 16, 2005

*Owner:* Regents of the University of California

*Contact:* Julianne Davis, Project Manager  
(530) 757- 3107; fax (530) 752-7836

*Description:* Construction of a new 10,000 sf concrete masonry unit building that will serve as a laboratory for research and clinical work for equine animals on treadmills. The building includes a shop, small animal holding area, and laboratory spaces with fume hood, office and conference room. Over 6,000 sf is dedicated to animal and analytical laboratories, offices, instrumentation rooms, horse preparation areas, and two rooms each housing a Swiss Mustang 2200 motorized equine treadmill.

The project required complex integrated building systems including EMS/DDC (Energy Management System / Direct Digital Control), a computerized system for HVAC. The system can be monitored, change temperature settings, and set on timers from a remote location. This system allows several building to be monitored on one computer. Integrated fire alarm system, management, telecommunication, and data systems were also installed.

The new Equine Athletic Performance Laboratory will serve as a center for research into the pathophysiologic basis of diseases and problems that afflict equine athletes. It will allow researchers to develop new and refined diagnostic techniques for evaluating these problems and implement new therapeutic approaches for treating them. A portion of the laboratory is dedicated to providing diagnostic services to clients of the Veterinary Medical Teaching Hospital who have horses with performance-related problems. The laboratory will provide a focal point for establishment of a new Equine Performance and Sports Medicine clinical program.

*Amount:* **\$3,125,270 base bid / \$ 4,228,780.65 through CO # 41**

*Change Orders:* 41 / total \$119,780.65 / 3.71 % of base contract  
All Owner directed Change Orders

*Schedule:* 365 calendar days – original completion date 3/8/2005  
Extension: 67 calendar days – actual completion 5/14/2005 -  
All Owner added or changed Scope of Work

*Contractors Project Manager:* Peter Zaksorn

*Contractors Superintendent:* Nelson Dougherty

*Project:* **El Dorado Hills Fire Station 85, Phase II (Public Works)**  
El Dorado Hills, California

*Start Date:* Mar 1, 2004  
*Completion Date:* Mar 1, 2005

*Owner:* El Dorado Hills Fire Department  
990 Lassen Lane, El Dorado Hills, CA 95762

*Contact:* Fred Russell, Battalion Chief  
(916) 993-6623; fax (916) 933-5983

*Architect:* Calpo Hom & Dong Architects  
2150 Capitol Avenue, Suite 200, Sacramento, CA 95816  
Dennis Dong, Project Architect  
(916) 446-7741; fax (916) 446-0457

*Description:* Construction of a 25,771 square foot fire station that includes apparatus room, storage mezzanine, living quarters, offices, and hose tower. The construction of the project is a combination of block walls, wood roof structure, metal roofing, and interior metal studs. The mass excavation and grading has been completed under another contract.

*Contract Amount:* **\$4,663,000 base bid / \$ 125,474,26 through CO # 73**

*Change Orders:* 73 / total \$125,474.26 / 2.62% of base contract  
All Owner Directed Change Orders

*Schedule:* 286 calendar days – original completion date 12/12/2004  
Extension: 30 work days – actual completion 2/1/2005 – all Owner added or changed Scope of Work

*Contractors Project Manager:* Larry Leedy

*Contractors Superintendent:* Lloyd Watts

*Project:* **Monterey Area Office California Highway Patrol (Essential Facility)**  
Salinas, California

*Start Date:* Jun 2, 2003  
*Completion Date:* Aug 26, 2004

*Owner:* State of California Department of General Services  
Real Estate Division Project Management Branch

*Contact:* Leland Roberts,  
(916) 376-1648; fax (916) 376-1641

*Architect:* Glass Architects, Inc.  
Santa Rosa, CA 95404  
Contact: Eric M. Glass AIA (916) 544-3920

*Description:* Construction of new CHP Essential Facility featuring new office and dispatch center with 3-bay vehicle service building. Work includes all site improvements, 18,000 sf wood framed communications center, office building, and CMU auto shop, all with complete electrical, mechanical, and HVAC systems. Security and safety equipment includes floor safe, law enforcement firearms safety containment device, closed circuit TV monitoring systems, access control, security and intercom systems. Prefabricated fueling station includes fuel island attendant booth, 12,000 gallon underground tank and dispensing pump.

*Contract Amount:* **\$5,258,917**

*Other:* Prevailing Wage / 3% DVBE goal.

*Contractors Project Manager:* Jim Wilson

*Contractors Superintendent:* Randy Wallis

*Project:* **Oakland Coliseum Intercity Rail Facility (Public Works)**  
Oakland, California

*Start Date:* July 8, 2004

*Completion Date:* Jan 15, 2004

*Owner:* The City of Oakland  
Contact: Mohammed Bareti (510) 238.7213  
(510) 238-7283 fax

*Description:* Construction of a new unmanned Amtrak commuter railroad station, an adjacent parking lot, a handicapped ramp to overhead pedestrian crossing between BART Coliseum Station and the Coliseum and street improvements to 73<sup>rd</sup> Avenue.

*Contract Amount:* **\$3,074,760**

*Other:* Prevailing Wage / 50% local / small local requirement.

*Contractors Project Manager:* Richard Slaton

*Contractors Superintendent:* Red Strikling

*Project:* **Berkeley Courthouse Remodel (Public Works)**  
Berkeley, California

*Start Date:* Mar 8, 2004

*Completion Date:* Oct 15, 2004

*Owner:* General Services Agency County of Alameda  
Attn: David Savellano (510) 208-9695  
(510) 208-3995 fax

*Description:* Renovation and seismic upgrade of existing 13,871 sf building including, but not limited to hazmat & selective demolition, new columns, shear walls and foundations, new partitions, doors, frames and hardware, storefront entrance and curtain wall, new staircase, roofing, architectural woodwork, insulation, interior finishes, MEP, fire protection, and security and intercom system.

*Contract Amount:* **\$2,672,923**

*Contractors Project Manager:* Richard Slaton

*Contractors Superintendent:* Brian King

*Project:* **Mather Transitional Housing (Public Works)**  
Sacramento, California

*Start Date:* Aug 2003

*Completion Date:* May 2004

*Owner:* Sacramento Housing & Redevelopment Agency

*Contact:* Kevin Odell, Project Manager  
(916) 440-1382; fax (916) 442-6736

*Architect:* MCA Architecture Planning Interiors  
955 Franklin Street  
Napa, California 94559

*Description:* Tenant improvements and conversion to 59,000 sf in existing buildings located at Mather Air Force. The housing will serve as transitional housing for displaced persons receiving assistance. ZCON Builders is staging from the parking lot and coordinating around a second General Contractor performing another contract at the site.

*Contract Amount:* \$3,194,331

*Contractors Project Manager:* Larry Leedy

*Contractors Superintendent:* Lloyd Watts

*Project:* **Raleys Santa Ana (Private Works)**  
Sacramento, California

*Start Date:* October 25, 2004

*Completion Date:* October 15, 2005

*Owner:* Raleys Santa Ana LLC

*Contact:* Robert Goldsmith, Managing Partner  
(415) 362-2100; fax (415) 362-0927

*Description:* Construction of new concrete tilt-up (95,794 sf) flexible light industrial building for multi-tenants. Project includes design build of complete HVAC system complete.

*Contract Amount:* \$2,999,254 base bid / \$ 3,215,699.31 through CO 20 / 6.73% of base bid

*Schedule:* Completed of Schedule

*Project:* **Olson Steel Industrial Renovation (Private Works)**

*Start Date:* March 2002

*Completion Date:* December 2002

*Owner:* Olson Properties L.P.

*Contact:* Dave Olson, Owner  
(510) 567-2201; fax (510) 567-2210

*Architect:* Mark Hajjar  
Four Diablo View Drive, Orinda, Ca 94563  
Contact: Mark Hajjar (925) 254-3334

*Description:* The project is a large two phase industrial warehouse renovation. The renovation includes the conversion of 102,000 sf of existing warehouse into a steel fabricating plant with 3,000 sf of production office. 10,000 sf of new facility will also be added on to supplement the existing core. 19,000 sf of high-end executive office including a gymnasium will be built at the east end of the building. The project includes design-build mechanical, plumbing, fire protection and electrical scopes of work and features unique architectural sheet metal desk installations and elements to focus on the uniqueness of the steel business.

*Contract Amount:* \$4,055,367

*Other:* Fast -Track Design-Build project - completed on schedule.

*Project:* **Blue Oaks Storage (Private Works)**

*Start Date:* July 2002

*Completion Date:* December 2002

*Owner:* Ose Properties  
2399 American River Drive, Suite 7  
Sacramento, California 95825

**Contact:** Enlo Ose (916) 972.9854

**Architect** Borges Architectural Group  
1512 Eureka Road, Ste 240,  
Roseville, California 95661  
Contact: Lane Borges (916) 782.7200

**Description:** The project is the construction of a tilt up mini-storage facility including storage spaces and covered rv spaces. Project includes design build electrical system.

**Contract Amount:** \$1,700,000

**Project: The Essex at Lake Merritt (Private Works)**

**Start Date:** March 2000  
**Completion Date:** March 2002

**Owner:** Essex Property Trust L.P.  
Palo Alto, California

**Contact:** John Eudy, Vice President  
(650) 849-1600; fax (650) 494-1671

**Architect:** Architecture International  
Mill Valley, CA  
Contact: William Higgins (415) 381-2074

**Description:** ZCON Builders provided construction management services to Essex Property Trust for the construction of a 270 unit apartment facility in downtown Oakland, California. The project was comprised of a four levels of underground parking garage, twenty story tower, and attached eight story building.

**Contract Amount:** \$1,000,000

**Other:** ZCON Builders provided Development and Construction Management services for the Owner over General Contractor Swinerton & Walberg. Construction cost - \$50,000,000.

**Project: The Essex Site Preparation (Private Works)**  
Lakeside Drive, Oakland, Ca

**Start Date:** Nov 1999  
**Completion Date:** Jan 2000

**Owner:** Essex Property Trust, 925 East Meadow Drive, Palo Alto, Ca 94303

**Contact:** Greg Hillman  
(650) 849.1600; fax (650) 494-1671

**Architect:** Architecture International, Mill Valley  
Contact: Bill Higgins (415) 381.2074

**Description:** Site preparation and mud slab installation on 1 acre site in anticipation of construction of twenty- story and eight -story poured in place concrete buildings for apartment project.

**Contract Amount:** \$496,000

**Project Manager:** Richard Slaton

**Project: Real Time Solutions (Private Works)**  
5650 Hollis Street, Emeryville

**Start Date:** March 1999  
**Completion Date:** Sept 1999



*Owner:* Little Harbor Partners

*Contact:* Andrew Gorayeb, Owner (415) 445-7800

*Architect:* Philip Banta & Associates  
5650 Hollis Street, Emeryville, California 94608

*Contact:* Phil Banta  
(510) 654-3255; fax (510) 654-3259

*Description:* 20,493 sf tenant build-out for new offices for high tech company specializing in computer inventory tracking systems. Design/build Improvements feature architectural maple panel systems and specialized custom framing that creates hybrid integrated user spaces including offices, conference rooms, kitchen and bathrooms. Improvements include installation of custom IS rooms, computer and system setup rooms including two five-ton split system cooling units.

*Contract Amount:* \$850,000

*Project:* **Wilson Learning Center (Private Works)**  
5650 Hollis Street, Emeryville

*Start Date:* March 1999  
*Completion Date:* Sept 1999

*Owner:* Little Harbor Partners

*Contact:* Andrew Gorayeb (415) 445-7800

*Architect:* HGA, Inc.  
1201 Harmon Place, Minneapolis, MN 55403

*Description:* Tenant build out for new 12,500 sf creative office space for high tech children's software company. Improvements include blasted wood ceilings, exposed monitor roof with extensive steel windows and custom lighting.

*Contract Amount:* \$550,000

*Other:* On Schedule.

*Project:* **Betts Spring Company (Private Works)**  
San Leandro, California

*Start Date:* Nov, 1996  
*Completion Date:* Feb, 1997

*Owner:* Betts Spring Company  
San Leandro, California

*Contact:* Michael Betts, President & CEO  
(510) 352-0111; fax: (510) 483-3473

*Description:* Renovation of a 25,000 sf manufacturing plant plus full one-acre site development. Design/build project included removal of existing plant down to primary structure and redesign to incorporate warehousing, technically sophisticated service bays, loading docks and custom retail space for a sixth generation manufacturing company.

*Contract Amount:* \$1,200,000

*Schedule:* Design-Build/ Fast -Track - completed ahead of schedule.